

CITY OF NEW YORK CONFLICTS OF INTEREST BOARD

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FOR IMMEDIATE RELEASE
November 26, 2012

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FORMER ASSISTANT DEPUTY COMMISSIONER FINED \$3,000 FOR ACCEPTING LUXURY SUITE TICKETS TO A YANKEES-RED SOX GAME FROM A VENDOR TRYING TO GET CONTRACTS FROM HIS AGENCY

The New York City Conflicts of Interest Board (“Board”) settled an enforcement action against a former Assistant Deputy Commissioner from the New York City Human Resources Administration (“HRA”) for accepting valuable gifts from a City vendor. In a public disposition of the Board’s charges, the now former Assistant Deputy Commissioner for Management Information Systems admitted that, while working for HRA, he accepted two luxury suite tickets to an August 2009 Yankees-Red Sox game at Yankee Stadium from an IT services firm that was actively bidding on HRA contracts. As Assistant Deputy Commissioner for Management Information Systems, he was responsible for determining which IT products HRA purchased. Admission to the fully catered suite luxury suite was valued at approximately \$713 per person based on the number of attendees. A copy of the disposition is attached to this press release [here](#).

The Board fined the former Assistant Deputy Commissioner \$3,000 for violating the City’s conflicts of interest law, which prohibits public servants from accepting gifts valued in excess of \$50 from any person or firm doing or seeking to do business with the City. The Board took the occasion of this settlement to remind City employees that, with prior written approval from their agency head, their attendance at certain events that are in the interests of the City might qualify for an exception to the so-called “Valuable Gift Rule”; without such approval, the gift may not be accepted.

Bre Injeski, Deputy Director of Enforcement, handled this case for the Board. The Board gratefully acknowledges the work of its confidential investigative arm, the New York City Department of Investigation (“DOI”), DOI Commissioner Rose Gill Hearn, and DOI Inspector General John Tseng.

The Board does not comment on its dispositions, except as set forth

above. All of the Board's dispositions are available free of charge, in full-text searchable form, on the website for the Center for New York City Law at New York Law School (www.CityAdmin.org). For additional information about the Board's enforcement activities, including summaries of all enforcement dispositions and fines imposed, visit www.nyc.gov/html/conflicts/html/units/enforcement.shtml.

The Conflicts of Interest Board is the City's ethics board and is charged with interpreting and enforcing the City's the conflicts of interest, financial disclosure, and lobbyist gift laws. Anyone with information about possible violations of the law is urged to contact the Board through its website (<http://nyc.gov/ethics>) or by calling (212) 442-1400. More information about the law is available on the Board's website.

THE CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD

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<i>In the Matter of</i>	:	
	:	<u>DISPOSITION</u>
	:	
SANFORD COHEN	:	COIB Case No. 2012-270b
	:	
	:	
Respondent.	:	
	:	
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WHEREAS, the New York City Conflicts of Interest Board (the “Board”) commenced an enforcement action pursuant to Section 2603(h)(1) of Chapter 68 of the New York City Charter (“Chapter 68”) against Sanford Cohen (“Respondent”); and

WHEREAS, the Board and Respondent wish to resolve this matter on the following terms,

IT IS HEREBY AGREED by and between the parties as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits the following:
 - a. From April 7, 1997, to January 20, 2012, I was employed by the New York City Human Resources Administration (“HRA”), most recently as an Assistant Deputy Commissioner of Management Information Systems. As such, during that time, I was a “public servant” within the meaning of Chapter 68.
 - b. As HRA’s Assistant Deputy Commissioner of Management, which position I held in 2009, I was responsible for, among other things, determining which IT products HRA purchased. The position required me to communicate regularly with IT vendors.
 - c. DynTek Services, Inc. (“DynTek”), is a commercial IT services company that licenses, sells, installs, and supports third-party IT products, including products produced by Dell Computers Inc. (“Dell”) and McAfee. In 2009, DynTek had active contracts with the City of New York and was actively participating in competitive bidding to engage further business dealings with HRA. As such, DynTek was a firm that I knew intended to be engaged in business dealings with HRA.
 - d. In July 2009, DynTek offered me luxury suite tickets to a Yankees-Red Sox game played on August 6, 2009, at Yankee Stadium. DynTek’s offer included admission to the game, a fully catered suite with food and alcohol, and a

commemorative polo shirt. I understood that the luxury suite was paid for by DynTek and I accepted admission to the luxury suite for myself and a guest. I understand that admission to the luxury suite was valued at approximately \$712.81 per person based on the number of attendees and the total cost of the luxury suite to DynTek.

- e. I acknowledge that, by accepting two luxury suite tickets to a baseball game, valued in total at approximately \$1,425.62, from a vendor engaged in business with the City, I violated City Charter § 2604(b)(5), pursuant to Board Rules § 1-01, which state respectively and in relevant part:

No public servant shall accept any valuable gift, as defined by rule of the board, from any person or firm which such public servant knows is or intends to become engaged in business dealings with the city, except that nothing contained herein shall prohibit a public servant from accepting a gift which is customary on family and social occasions. [City Charter § 2604(b)(5)]

For purposes of Charter § 2604(b)(5), a “valuable gift” means any gift to a public servant which has the value of \$50.00 or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. [Board Rules § 1-01(a)]

2. In recognition of the foregoing, Respondent agrees to the following:

- a. I agree to pay a fine of Three Thousand Dollars (\$3,000.00) to the Board upon signature of this Disposition, by money order or by cashier, bank or certified check, made payable to the “New York City Conflicts of Interest Board.”
- b. I agree that this disposition is a public and final resolution of the Board’s action against me.
- c. I knowingly waive, on my behalf and on behalf of my successors and assigns, any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board, or any members or employees thereof relating to, or arising out of this Disposition or the matters recited therein.
- d. I confirm that I have entered into this disposition freely, knowingly, and intentionally, without coercion or duress and after being represented by an attorney of my choice; that I accept all terms and conditions contained herein


without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board; and that I fully understand all the terms of this disposition.

- e. I agree that any material misstatement of the facts of this Chapter 68 matter, including of the Disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.


3. The Board accepts this disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively state that other than as recited herein, no further action will be taken by the Board against Respondent based upon the facts and circumstances set forth herein, except that the Board shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

4. This disposition shall not be effective until all parties have affixed their signatures below.


Dated: 11/14, 2012


Sanford Cohen
Respondent

Dated: 11/14, 2012


Michael Gilbert
Dechert, LLP
Counsel for Respondent

Dated: 11/20, 2012


Steven B. Rosenfeld
Chair
NYC Conflicts of Interest Board